

1 ZACHARY J. ALINDER (State Bar No. 209009)  
 E-Mail: *zalinder@sideman.com*  
 2 ERICA BRAND PORTNOY (State Bar No. 244923)  
 E-Mail: *eportnoy@sideman.com*  
 3 LYNDSEY C. HEATON (State Bar No. 262883)  
 E-Mail: *lheaton@sideman.com*  
 SIDEMAN & BANCROFT LLP  
 4 One Embarcadero Center, Twenty-Second Floor  
 San Francisco, California 94111-3711  
 5 Telephone: (415) 392-1960  
 Facsimile: (415) 392-0827  
 6

Attorneys for Plaintiff  
 7 FORD MOTOR COMPANY

8 [Additional counsel listed below]

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 10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**  
 12 **WESTERN DIVISION – LOS ANGELES**

13 FORD MOTOR COMPANY, a  
 14 Delaware Corporation,  
 Plaintiff,

v.

15 CROV INC., d/b/a crov.com, a  
 16 Delaware Corporation; SUNWARD  
 LOGISTICS USA LLC, a California  
 17 Limited Liability Company; QINGDAO  
 HAIRUNKAIYUAN AUTO PARTS CO.,  
 LTD., d/b/a www.freedream4x4.com  
 18 and also Qingdao Yuanxi Auto Parts  
 Co., LTD., a Chinese business entity;  
 19 FD-ALL TOGETHER AUTOMOTIVE  
 INC., a California Corporation; and,  
 20 DOES 1 through 30 inclusive,  
 21 Defendants.

Case No. 2:22-cv-05552-DSF-AGR

**STIPULATED PROTECTIVE  
 ORDER**

**NOTE CHANGES MADE BY COURT**

Trial Date: October 1, 2024

## 1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

## 2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designated House Counsel: House Counsel who seek access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information in this matter.

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY”.

3 2.6 Disclosure or Discovery Material: all items or information, regardless  
4 of the medium or manner in which it is generated, stored, or maintained (including,  
5 among other things, testimony, transcripts, and tangible things), that are produced or  
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve  
9 as an expert witness or as a consultant in this action, (2) is not a past or current  
10 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is  
11 not anticipated to become an employee of a Party or of a Party’s competitor.

12 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
13 Information or Items: extremely sensitive “Confidential Information or Items,”  
14 disclosure of which to another Party or Non-Party would create a substantial risk of  
15 serious harm that could not be avoided by less restrictive means.

16 2.9 House Counsel: attorneys who are employees of a party to this action.  
17 House Counsel does not include Outside Counsel of Record or any other outside  
18 counsel.

19 2.10 Non-Party: any natural person, partnership, corporation, association, or  
20 other legal entity not named as a Party to this action.

21 2.11 Outside Counsel of Record: attorneys who are not employees of a party  
22 to this action but are retained to represent or advise a party to this action and have  
23 appeared in this action on behalf of that party or are affiliated with a law firm which  
24 has appeared on behalf of that party.

25 2.12 Party: any party to this action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).

1           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this action.

3           2.14 Professional Vendors: persons or entities that provide litigation support  
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           2.15 Protected Material: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
9 ATTORNEYS’ EYES ONLY.”

10          2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
11 from a Producing Party.

### 12 **3. SCOPE**

13          The protections conferred by this Stipulation and Order cover not only  
14 Protected Material (as defined above), but also (1) any information copied or  
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
16 compilations of Protected Material; and (3) any testimony, conversations, or  
17 presentations by Parties or their Counsel that might reveal Protected Material.

18          However, the protections conferred by this Stipulation and Order do not cover the  
19 following information: (a) any information that is in the public domain at the time of  
20 disclosure to a Receiving Party or becomes part of the public domain after its  
21 disclosure to a Receiving Party as a result of publication not involving a violation of  
22 this Order, including becoming part of the public record through trial or otherwise;  
23 and (b) any information known to the Receiving Party prior to the disclosure or  
24 obtained by the Receiving Party after the disclosure from a source who obtained the  
25 information lawfully and under no obligation of confidentiality to the Designating  
26 Party. Any use of Protected Material at trial shall be governed by a separate  
27 agreement or order.

1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations  
 3 imposed by this Order shall remain in effect until a Designating Party agrees  
 4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
 5 deemed to be the later of (1) dismissal of all claims and defenses as to all parties in  
 6 this action, with or without prejudice; and (2) final judgment herein after the  
 7 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
 8 this action, including the time limits for filing any motions or applications for  
 9 extension of time pursuant to applicable law.

10 **5. DESIGNATING PROTECTED MATERIAL**

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under  
 13 this Order must take care to limit any such designation to specific material that  
 14 qualifies under the appropriate standards. To the extent it is practical to do so, the  
 15 Designating Party must designate for protection only those parts of material,  
 16 documents, items, or oral or written communications that qualify – so that other  
 17 portions of the material, documents, items, or communications for which protection  
 18 is not warranted are not swept unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations  
 20 that are shown to be clearly unjustified or that have been made for an improper  
 21 purpose (e.g., to unnecessarily encumber or retard the case development process or  
 22 to impose unnecessary expenses and burdens on other parties) expose the  
 23 Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it  
 25 designated for protection do not qualify for protection at all or do not qualify for the  
 26 level of protection initially asserted, that Designating Party must promptly notify all  
 27 other parties that it is withdrawing the mistaken designation.

1           5.2    Manner and Timing of Designations. Except as otherwise provided in  
 2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 3 stipulated or ordered, Disclosure or Discovery

4           Material that qualifies for protection under this Order must be clearly so  
 5 designated before the material is disclosed or produced.

6           Designation in conformity with this Order requires:

7                   (a) for information in documentary form (e.g., paper or electronic  
 8 documents, but excluding transcripts of depositions or other pretrial or trial  
 9 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
 10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
 11 contains protected material. If only a portion or portions of the material on a page  
 12 qualifies for protection, the Producing Party also must clearly identify the protected  
 13 portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
 14 for each portion, the level of protection being asserted.

15           A Party or Non-Party that makes original documents or materials available for  
 16 inspection need not designate them for protection until after the inspecting Party has  
 17 indicated which material it would like copied and produced. During the inspection  
 18 and before the designation, all of the material made available for inspection shall be  
 19 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the  
 20 inspecting Party has identified the documents it wants copied and produced, the  
 21 Producing Party must determine which documents, or portions thereof, qualify for  
 22 protection under this Order. Then, before producing the specified documents, the  
 23 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or  
 24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that  
 25 contains Protected Material. If only a portion or portions of the material on a page  
 26 qualifies for protection, the Producing Party also must clearly identify the protected  
 27 portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
 28



1 for each portion, the level of protection being asserted.

2 (b) for testimony given in deposition ~~or in other pretrial or trial~~  
 3 ~~proceedings~~, that the Designating Party identify on the record, before the close of  
 4 the deposition, ~~hearing, or other proceeding~~, all protected testimony and specify the  
 5 level of protection being asserted. When it is impractical to identify separately each  
 6 portion of testimony that is entitled to protection and it appears that substantial  
 7 portions of the testimony may qualify for protection, the Designating Party may  
 8 invoke on the record (before the deposition, ~~hearing, or other proceeding~~ is  
 9 concluded) a right to have up to 21 days to identify the specific portions of the  
 10 testimony as to which protection is sought and to specify the level of protection  
 11 being asserted. Only those portions of the testimony that are appropriately  
 12 designated for protection within the 21 days shall be covered by the provisions of  
 13 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at  
 14 the deposition or up to 21 days afterwards if that period is properly invoked, that the  
 15 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY  
 16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

17 Parties shall give the other parties notice if they reasonably expect a  
 18 deposition, ~~hearing or other proceeding~~ to include Protected Material so that the  
 19 other parties can ensure that only authorized individuals who have signed the  
 20 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
 21 proceedings. The use of a document as an exhibit at a deposition shall not in any  
 22 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
 23 ATTORNEYS’ EYES ONLY.”

24 Transcripts containing Protected Material shall have an obvious legend on the  
 25 title page that the transcript contains Protected Material, and the title page shall be  
 26 followed by a list of all pages (including line numbers as appropriate) that have been  
 27 designated as Protected Material and the level of protection being asserted by the

1 Designating Party. The Designating Party shall inform the court reporter of these  
 2 requirements. Any transcript that is prepared before the expiration of a 21-day  
 3 period for designation shall be treated during that period as if it had been designated  
 4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
 5 otherwise agreed. After the expiration of that period, the transcript shall be treated  
 6 only as actually designated.

7 (c) for information produced in some form other than documentary and  
 8 for any other tangible items, that the Producing Party affix in a prominent place on  
 9 the exterior of the container or containers in which the information or item is stored  
 10 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 11 EYES ONLY”. If only a portion or portions of the information or item warrant  
 12 protection, the Producing Party, to the extent practicable, shall identify the protected  
 13 portion(s) and specify the level of protection being asserted.

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 15 failure to designate qualified information or items does not, standing alone, waive  
 16 the Designating Party’s right to secure protection under this Order for such material.  
 17 Upon timely correction of a designation, the Receiving Party must make reasonable  
 18 efforts to assure that the material is treated in accordance with the provisions of this  
 19 Order.

## 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 22 designation of confidentiality at any time consistent with the Court’s scheduling  
 23 order. Unless a prompt challenge to a Designating Party’s confidentiality  
 24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
 25 economic burdens, or a significant disruption or delay of the litigation, a Party does  
 26 not waive its right to challenge a confidentiality designation by electing not to  
 27 mount a challenge promptly after the original designation is disclosed.



1           6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process by providing written notice of each designation it is challenging  
3 and describing the basis for each challenge. To avoid ambiguity as to whether a  
4 challenge has been made, the written notice must recite that the challenge to  
5 confidentiality is being made in accordance with this specific paragraph of the  
6 Protective Order. The parties shall attempt to resolve each challenge in good faith  
7 and must begin the process by conferring directly (in voice to voice dialogue; other  
8 forms of communication are not sufficient) within 14 days of the date of service of  
9 notice. In conferring, the Challenging Party must explain the basis for its belief that  
10 the confidentiality designation was not proper and must give the Designating Party  
11 an opportunity to review the designated material, to reconsider the circumstances,  
12 and, if no change in designation is offered, to explain the basis for the chosen  
13 designation. A Challenging Party may proceed to the next stage of the challenge  
14 process only if it has engaged in this meet and confer process first or establishes that  
15 the Designating Party is unwilling to participate in the meet and confer process in a  
16 timely manner.

17           6.3   Judicial Intervention. If the Parties cannot resolve a challenge without  
18 court intervention, the Designating Party shall file and serve a motion to retain  
19 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule  
20 79-5, if applicable) within 21 days of the initial notice of challenge or within 14  
21 days of the parties agreeing that the meet and confer process will not resolve their  
22 dispute, whichever is earlier, or pursuant to a briefing schedule set by the Court.  
23 Each such motion must be accompanied by a competent declaration affirming that  
24 the movant has complied with the meet and confer requirements imposed in the  
25 preceding paragraph. Failure by the Designating Party to make such a motion  
26 including the required declaration within 21 days (or 14 days, if applicable) shall  
27 automatically waive the confidentiality designation for each challenged designation.

1 In addition, the Challenging Party may file a motion challenging a confidentiality  
 2 designation at any time consistent with the Court's scheduling order if there is good  
 3 cause for doing so, including a challenge to the designation of a deposition transcript  
 4 or any portions thereof. Any motion brought pursuant to this provision must be  
 5 accompanied by a competent declaration affirming that the movant has complied  
 6 with the meet and confer requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the  
 8 Designating Party. Frivolous challenges and those made for an improper purpose  
 9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
 10 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
 11 the confidentiality designation by failing to file a motion to retain confidentiality as  
 12 described above, all parties shall continue to afford the material in question the level  
 13 of protection to which it is entitled under the Producing Party's designation until the  
 14 court rules on the challenge.

## 15 **ACCESS TO AND USE OF PROTECTED MATERIAL**

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 17 disclosed or produced by another Party or by a Non-Party in connection with this  
 18 case only for prosecuting, defending, or attempting to settle this litigation. Such  
 19 Protected Material may be disclosed only to the categories of persons and under the  
 20 conditions described in this Order. When the litigation has been terminated, a  
 21 Receiving Party must comply with the provisions of section 15 below (FINAL  
 22 DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a  
 24 location and in a secure manner that ensures that access is limited to the persons  
 25 authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 27 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
4 well as employees and/or staff of said Outside Counsel of Record to whom it is  
5 reasonably necessary to disclose the information for this litigation;

6 (b) the officers, directors, and employees (including House Counsel) of  
7 the Receiving Party to whom disclosure is reasonably necessary for this litigation  
8 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
9 A);

10 (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this litigation and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff, professional jury or trial consultants,  
15 mock jurors, and professional vendors to whom disclosure is reasonably necessary  
16 for this litigation;

17 (f) during their depositions, witnesses in the action to whom disclosure  
18 is reasonably necessary and who have signed the “Acknowledgment and Agreement  
19 to Be Bound” (Exhibit A); and,

20 (g) the author or recipient of a document containing the information or  
21 a custodian or other person who otherwise possessed or knew the information.

22 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
23 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
24 writing by the Designating Party, a Receiving Party may disclose any information or  
25 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
26 to:

27 (a) the Receiving Party’s Outside Counsel of Record in this action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably  
 2 necessary to disclose the information for this litigation;

3 (b) Up to two (2) Designated House Counsel of the Receiving Party (1)  
 4 who have no involvement in competitive decision-making, (2) to whom disclosure is  
 5 reasonably necessary for settlement of this litigation, and, (3) who have signed the  
 6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably  
 8 necessary for this litigation, (2) who have signed the “Acknowledgment and  
 9 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in  
 10 paragraph 7.4(a)(1), below, have been followed;

11 (d) the court and its personnel;

12 (e) court reporters and their staff, professional jury or trial consultants,  
 13 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
 14 for this litigation; and,

15 (f) the author or recipient of a document containing the information or a  
 16 custodian or other person who otherwise possessed or knew the information.

17 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY

18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

19 (a)(1) Unless otherwise ordered by the court or agreed to in writing by  
 20 the Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
 21 Order) any information or item that has been designated “HIGHLY  
 22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)  
 23 first must make a written request to the Designating Party that (1) identifies the  
 24 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
 25 information that the Receiving Party seeks permission to disclose to the Expert, (2)  
 26 sets forth the full name of the Expert and the city and state of his or her primary  
 27 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the

1 Expert's current employer(s), (5) identifies each person or entity from whom the  
 2 Expert has received compensation or funding for work in his or her areas of  
 3 expertise or to whom the expert has provided professional services, including in  
 4 connection with a litigation, at any time during the preceding five years, and (6)  
 5 identifies (by name and number of the case, filing date, and location of court) any  
 6 litigation in connection with which the Expert has offered expert testimony,  
 7 including through a declaration, report, or testimony at a deposition or trial, during  
 8 the preceding five years.

9 (b) A Party that makes a request and provides the information specified  
 10 in the preceding respective paragraphs may disclose the subject Protected Material  
 11 to the identified Expert unless, within 14 days of delivering the request, the Party  
 12 receives a written objection from the Designating Party. Any such objection must  
 13 set forth in detail the grounds on which it is based.

14 (c) A Party that receives a timely written objection must meet and  
 15 confer with the Designating Party (through direct voice to voice dialogue) to try to  
 16 resolve the matter by agreement within seven days of the written objection. If no  
 17 agreement is reached, the Party seeking to make the disclosure to the Expert may  
 18 file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local  
 19 Rule 79-5, if applicable) seeking permission from the court to do so. Any such  
 20 motion must describe the circumstances with specificity, set forth in detail the  
 21 reasons why the disclosure to the Expert is reasonably necessary, assess the risk of  
 22 harm that the disclosure would entail, and suggest any additional means that could  
 23 be used to reduce that risk. In addition, any such motion must be accompanied by a  
 24 competent declaration describing the parties' efforts to resolve the matter by  
 25 agreement (i.e., the extent and the content of the meet and confer discussions) and  
 26 setting forth the reasons advanced by the Designating Party for its refusal to approve  
 27 the disclosure.

1 In any such proceeding, the Party opposing disclosure to the Expert shall bear  
 2 the burden of proving that the risk of harm that the disclosure would entail (under  
 3 the safeguards proposed) outweighs the Receiving Party's need to disclose the  
 4 Protected Material to its Expert.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
 6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation that  
 8 compels disclosure of any information or items designated in this action as  
 9 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 10 ONLY" that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification  
 12 shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or  
 14 order to issue in the other litigation that some or all of the material covered by the  
 15 subpoena or order is subject to this Protective Order. Such notification shall include  
 16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be  
 18 pursued by the Designating Party whose Protected Material may be affected.<sup>1</sup>

19 If the Designating Party timely seeks a protective order, the Party  
 20 served with the subpoena or court order shall not produce any information  
 21 designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
 22 ATTORNEYS' EYES ONLY" before a determination by the court from which the  
 23 subpoena or order issued, unless the Party has obtained the Designating Party's  
 24 permission. The Designating Party shall bear the burden and expense of seeking  
 25

26 <sup>1</sup> The purpose of imposing these duties is to alert the interested parties to the existence of this  
 27 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
 28 confidentiality interests in the court from which the subpoena or order issued.



1 protection in that court of its confidential material – and nothing in these provisions  
 2 should be construed as authorizing or encouraging a Receiving Party in this action  
 3 to disobey a lawful directive from another court.

4 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
 5 **PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced  
 7 by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
 8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by  
 9 Non-Parties in connection with this litigation is protected by the remedies and relief  
 10 provided by this Order. Nothing in these provisions should be construed as  
 11 prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request,  
 13 to produce a Non-Party’s confidential information in its possession, and the Party is  
 14 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 15 confidential information, then the Party shall:

- 16 1. promptly notify in writing the Requesting Party and the Non-  
 17 Party that some or all of the information requested is subject to a confidentiality  
 18 agreement with a Non-Party;
- 19 2. promptly provide the Non-Party with a copy of the Stipulated  
 20 Protective Order in this litigation, the relevant discovery request(s), and a  
 21 reasonably specific description of the information requested; and
- 22 3. make the information requested available for inspection by the  
 23 Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from  
 25 this court within 14 days of receiving the notice and accompanying information, the  
 26 Receiving Party may produce the Non-Party’s confidential information responsive  
 27 to the discovery request. If the Non-Party timely seeks a protective order, the

1 Receiving Party shall not produce any information in its possession or control that is  
 2 subject to the confidentiality agreement with the Non-Party before a determination  
 3 by the court.<sup>2</sup> Absent a court order to the contrary, the Non-Party shall bear the  
 4 burden and expense of seeking protection in this court of its Protected Material.

#### 5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
 7 Protected Material to any person or in any circumstance not authorized under this  
 8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
 9 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
 10 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
 11 persons to whom unauthorized disclosures were made of all the terms of this Order,  
 12 and (d) request such person or persons to execute the "Acknowledgment and  
 13 Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 15 **PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain  
 17 inadvertently produced material is subject to a claim of privilege or other protection,  
 18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
 19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
 20 may be established in an e-discovery order that provides for production without  
 21 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
 22 as the parties reach an agreement on the effect of disclosure of a communication or  
 23 information covered by the attorney-client privilege or work product protection, the  
 24 parties may incorporate their agreement in the stipulated protective order submitted  
 25

26 <sup>2</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality  
 27 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality  
 28 interests in this court.

1 to the court.

2 **12. MISCELLANEOUS**

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
4 person to seek its modification by the court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
6 Protective Order no Party waives any right it otherwise would have to object to  
7 disclosing or producing any information or item on any ground not addressed in this  
8 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
9 ground to use in evidence of any of the material covered by this Protective Order.

10 12.3 Export Control. Disclosure of Protected Material shall be subject to all  
11 applicable laws and regulations relating to the export of technical data contained in  
12 such Protected Material, including the release of such technical data to foreign  
13 persons or nationals in the United States or elsewhere. The Producing Party shall be  
14 responsible for identifying any such controlled technical data, and the Receiving  
15 Party shall take measures necessary to ensure compliance.

16 12.4 Filing Protected Material. Without written permission from the  
17 Designating Party or a court order secured after appropriate notice to all interested  
18 persons, a Party may not file in the public record in this action any Protected  
19 Material. A Party that seeks to file under seal any Protected Material must comply  
20 with Civil Local Rule 79-5. Protected Material may only be filed under seal  
21 pursuant to a court order authorizing the sealing of the specific Protected Material at  
22 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
23 request establishing that the Protected Material at issue is privileged, protectable as a  
24 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's  
25 request to file Protected Material under seal pursuant to Civil Local Rule 79-5(e) is  
26 denied by the court, then the Receiving Party may file the Protected Material in the  
27 public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise instructed by

1 the court.

2 **13. FINAL DISPOSITION**

3 Within 60 days after the final disposition of this action, as defined in  
 4 paragraph 4, each Receiving Party must return all Protected Material to the  
 5 Producing Party or destroy such material. As used in this subdivision, "all Protected  
 6 Material" includes all copies, abstracts, compilations, summaries, and any other  
 7 format reproducing or capturing any of the Protected Material. Whether the  
 8 Protected Material is returned or destroyed, the Receiving Party must submit a  
 9 written certification to the Producing Party (and, if not the same person or entity, to  
 10 the Designating Party) by the 60-day deadline that (1) identifies (by category, where  
 11 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
 12 that the Receiving Party has not retained any copies, abstracts, compilations,  
 13 summaries or any other format reproducing or capturing any of the Protected  
 14 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
 15 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
 16 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
 17 work product, and consultant and expert work product, even if such materials  
 18 contain Protected Material. Any such archival copies that contain or constitute  
 19 Protected Material remain subject to this Protective Order as set forth in Section 4  
 20 (DURATION).

21

22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23 DATED: January 24, 2023

SIDEMAN & BANCROFT LLP

24

By:

25

Zachary J. Alinder

26

Attorneys for Plaintiff

27

FORD MOTOR COMPANY

28

DATED: January 24, 2023

RIMON LAW

By: */s/ Jason Xu*

\_\_\_\_\_  
Jason Xu  
Attorneys for Defendant  
CROV INC.

DATED: January 24, 2023

STRADLING YOCCA CARLSON & RAUTH,  
P.C.

By: */s/ Salil Bali*

\_\_\_\_\_  
Salil Bali  
Attorneys for Defendant  
SUNWARD LOGISTICS USA LLC

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: January 27, 2023

*Alicia G. Rosenberg*  
\_\_\_\_\_  
ALICIA G. ROSENBERG  
United States Magistrate Judge

LAW  
SIDEMAN AUSTIN LLP  
ONE SAN FRANCISCO  
EMBARCADERO  
BANCROFT CENTER  
22 FLOOR  
SAN FRANCISCO, CA 94111-3711

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of *Ford Motor Company v. Crov Inc., et al.*, Case No. 2:22-cv-  
 05552-DSF-AGR. I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of contempt. I  
 solemnly promise that I will not disclose in any manner any information or item that  
 is subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
 Court for the Central District of California for the purpose of enforcing the terms of  
 this Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full  
 name] of \_\_\_\_\_ [print or type full address  
 and telephone number] as my California agent for service of process in connection  
 with this action or any proceedings related to enforcement of this Stipulated  
 Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]



**ATTESTATION**

Pursuant to Civil Local Rule 5-4.3.4 regarding signatures, I attest under penalty of perjury that the concurrence in the filing of this document has been obtained from the other party signatories above.

DATED: January 24, 2023

SIDEMAN & BANCROFT LLP

By:

Zachary J. Alinder  
Attorneys for Plaintiff  
FORD MOTOR COMPANY

LAW  
SIDEMAN OFFICES  
ONE  
SAN  
EMBARCADERO  
FRANCISCO  
BANCROFT  
CENTER  
22nd FLOOR  
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